

## **ARTICLE 4 UNION SECURITY**

To the extent permitted by the Michigan Civil Service Commission Rules and Regulations, it is agreed that:

### **Section A. Dues Deductions**

Upon receipt of a completed and signed individual authorization form from any of its employees covered by this Agreement, currently being provided by the Union and approved by the Employer, the Employer will deduct from the pay due such employee those dues required as the employee's membership in the Union in good standing.

Such authorization shall be effective only as to membership dues becoming due after the delivery date of such authorization to the personnel office of the employee's Appointing Authority. New individual authorizations will be submitted on or before the 9th day of any pay period for deduction the following pay period. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for Federal Social Security (F.I.C.A.); individually authorized deferred compensation; Federal Income Tax; state income tax, local or city income tax; other legally required deductions; individually authorized participation in state programs; enrolled employees' share of state sponsored insurance premiums. Membership dues deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of Council 25.

Such authorizations of employees transferred within the unit from the jurisdiction of one Local Union to another, or one Agency to another, shall only continue in effect if the transferred employee provides the personnel office of the new Appointing Authority with new dues deduction authorization card prior to the Wednesday before the end of the pay period during which the transfer was effected. Employees recalled from temporary or seasonal layoff or returning from leave of absence shall resume payroll deduction of dues, commencing the first pay period of work.

Employees returning from suspension, separation, or termination shall have dues or representation fees deducted by the payroll department in the amount that would have been deducted had they been working. The total amount of the deductions shall occur in two (2) equal amounts from the second and third check the employee receives after returning to work.

### **Section B. Revocation**

Such authorization may be revoked by the employee in accordance with the terms of the authorization on file with the personnel office of the employee's Appointing Authority,

by furnishing written notice of such revocation to the personnel office of the employee's Appointing Authority. However, under no circumstances shall an employee be subject to the deduction of membership dues without the opportunity to terminate the authorization at any time.

### **Section C. Maintenance of Membership**

All employees covered by this Agreement who have submitted a valid individual voluntary membership dues deduction authorization form to the Employer and have not revoked such authorization after the effective date of this Agreement in accordance with the provisions of this Article, and who do not avail themselves of the opportunity to terminate their authorization as provided in this Article shall, as a condition of continuing employment, honor such authorization until exercising their opportunity to terminate it. Such termination may be made at any time.

### **Section D. Representation Fee Deductions**

The Employer will apply the provisions of this Section in accordance with applicable law.

An employee who avails him or herself of the opportunity to voluntarily terminate membership in the Union, and an employee who has not submitted a valid individual voluntary Membership Dues Deduction Authorization form to the Employer shall, within thirty (30) calendar days following the effective date of this Agreement or effective date of membership termination, as a condition of continuing employment, tender to the Union a representation service fee in an amount not to exceed regular biweekly dues uniformly assessed against all members of the Local Union, representing only the employee's proportionate share of the Union's costs germane to collective bargaining, contract administration, grievance administration, and any other cost necessarily or reasonably incurred for the purpose of performing the duties of an exclusive representative of the employees in dealing with the employer on labor-management issues. Such obligation shall be fulfilled by the employee signing, dating, and submitting to the Employer the "Authorization for Deduction of Representation Service Fee" form provided in Appendix B of this Agreement; provided, that nothing in this Agreement shall obligate an employee to continue membership in the Union or to tender to the Union the required service fee without the opportunity to terminate such membership at any time.

Employees recalled from temporary or seasonal layoff or returning from leave of absence shall resume payroll deduction of representation fees, commencing the first pay period of work.

A service fee payer shall have the right to object to the amount of the service fee and to obtain a reduction of the service fee to exclude all expenses not germane to collective bargaining, contract administration, and grievance administration, or otherwise necessarily or reasonably incurred for the purpose of performing the duties of

an exclusive representative of the employees in dealing with the employer on labor-management issues.

The Union shall give every service fee payer financial information sufficient to determine how the service fee was calculated. A service fee payer may challenge the amount of the service fee by filing a written objection with the Union within 30 calendar days. The Union shall consolidate all objections and shall initiate arbitration under the "Rules for Impartial Determination of Union Fees" of the American Arbitration Association. The Union shall place in escrow any portion of the objector's service fee that is reasonably in dispute.

#### **Section E. New Employees**

When an employee(s) enters the Bargaining Unit for any reason, the Appointing Authority shall notify the employee(s) of this Article and provide the employee(s) the appropriate deduction cards if such cards have been provided to the Appointing Authority by the Union. In the event that the employee refuses to sign one of the cards on entering the unit, the Appointing Authority shall notify the Local Union President or his/her designee within fourteen (14) calendar days.

When an employee enters the bargaining unit, the Employer agrees to make a good faith effort to provide the Local Union with the employee's name and work location within 10 work days of his/her entry on duty.

#### **Section F. Enforcement Procedure.**

The Employer shall automatically deduct from an employee's pay check and tender to the Union a representation service fee as provided in Section D. after the following:

1. The Union has first notified the Employer in writing that the employee is subject to the provisions of this Section and has elected not to become or remain a member of the Union in good standing and/or to tender the required service fee.
2. Within twenty-one (21) calendar days from the date the Union so notifies the Employer, the Employer shall:
  - a. Notify the employee of the provisions of this Agreement;
  - b. Obtain the employee's response; and
  - c. Notify the Union of the employee's response.
3. In the event the employee is neither paying membership dues nor representation service fees after the above, the Union may request automatic deduction by notifying the Employer, with a copy to the employee, certified mail, return receipt requested.

4. Upon receipt of such written notice, the Employer will, within seven (7) calendar days, notify the employee that unless there is immediate compliance with the provisions of this Section, beginning the next pay period it will commence the deduction of the service fee and tender the same to the Union.

### **Section G. Remittance and Accounting**

Deductions for any biweekly pay period shall be remitted to the designated Financial Officer of Michigan AFSCME Council 25, with an alphabetical list of names, by Department and Agency, of all active employees from whom deductions have been made, and the amount deducted, no later than ten (10) calendar days after the close of the pay period of deduction.

### **Section H. Unit Information Provided to the Union**

The Employer agrees to furnish a biweekly transaction report to the Union in electronic form, listing employees in this unit who are hired, rehired, reinstated, transferred into or out of the bargaining unit, transferred between agencies and/or departments, promoted, reclassified, downgraded, placed on leaves of absence(s) of any type including disability, placed on layoff, recalled from layoff, separated (including retirement), added to or deleted from the bargaining unit, or who have made any changes in union deductions. This report shall include the employee's name, social security number, identification number, employee status code (appointment type), job code description (class/level), personnel action and reason, effective start and end dates, and process level (department/agency).

The employer will provide a biweekly demographic report to the union in electronic form, containing the following information for each employee in the bargaining unit: the employee's name, social security number, identification number, street address, city, state, zip code, job code, sex, race, birthdate, hire date, process level (department/agency), TKU, union deduction code, deduction amount, employee status code (appointment type), position code (position type), leave of absence/layoff effective date, continuous service hours, county code, worksite code, unit code and hourly rate.

The parties agree that this provision is subject to any prohibition imposed upon the employer by courts of competent jurisdiction.

The employer agrees to continue providing the current information in a report until completion of training of an AFSCME employee and set-up of the electronic program.

The employer agrees to provide the information listed in the above transaction report in written format to each local union in the Department of Community Health, Military & Veterans Affairs and the Family Independence Agency; and for each other department, including three copies for the Department of Corrections, to an individual designated by Council 25.

## **Section I. Aid to Other Unions.**

The Employer agrees and shall cause its designated agents not to aid, promote, or finance any other labor or employee organization which purports to engage in employee representation of employees in this unit, or make any agreements with any such group or organization for the purpose of undermining the Union.

Nothing contained herein shall be construed to prevent any authorized representative of the Employer from meeting with any professional or citizen organization for the purpose of hearing its views, except that as to matters presented by such organizations which are proper subjects of negotiation, any changes or modifications shall be made only through collective bargaining negotiations with the Union.

Nothing contained herein shall be construed to prevent any individual employee from (1) discussing any matter with the Employer and/or supervisors or (2) processing a grievance in his/her own behalf in accordance with the grievance procedure provided herein.